

CHANGES IN THE GENERAL CONDITIONS OF THE CONSTRUCTION  
CONTRACT, THE CONTRACT AND THE BID DOCUMENTS

**Information for bidders**

Page I-B-7, paragraph 11:

Bidder agrees to commence work on a date to be specified in a written "Notice to Proceed" issued by the Owner. The Contract Time shall begin on the date to commence work specified in the Notice to Proceed and shall run for \_\_\_\_\_ (\_\_\_\_\_) additional consecutive calendar days thereafter. Bidder shall Substantially Complete the project within \_\_\_\_\_ (\_\_\_\_\_) CONSECUTIVE CALENDAR DAYS after the date to commence work in the Notice to Proceed. Bidder agrees to pay, as liquidated damages, the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) for each consecutive calendar day after the date of Substantial Completion, as hereinafter provided in the General Conditions. Bidder further agrees to pay as liquidated damages the sum of \_\_\_\_\_ (\$\_\_\_\_\_) for each consecutive calendar day after the expiration of the Contract Time for Remaining Work, as provided in Paragraph 6.8.3.1 of the General Conditions. The unit price quantities of this contract are estimated.

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IF "STAGES /PHASES" ARE APPLICABLE;  
REPLACE PARAGRAPH 11 WITH THE FOLLOWING:

Bidder agrees to commence work on a date to be specified in a written "Notice to Proceed" issued by the Owner. The Contract Time shall begin on the date to commence work specified in the Notice to Proceed and shall run for \_\_\_\_\_ (\_\_\_\_\_) additional consecutive calendar days thereafter. Bidder shall Substantially Complete the project within \_\_\_\_\_ (\_\_\_\_\_) consecutive calendar days after the date to commence work in the Notice to Proceed. Bidder agrees to pay, as liquidated damages, the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) for each consecutive calendar day after the date of Substantial Completion, as hereinafter provided in the General Conditions. Bidder further agrees to pay as liquidated damages the sum of \_\_\_\_\_ (\$\_\_\_\_\_) for each consecutive calendar day after the expiration of the Contract Time for Remaining Work, as provided in Paragraph 6.8.3.1 of the General Conditions.

The Bidder acknowledges that this project consists of phases and bidder agrees that each phase of the project must be substantially completed and accepted by the Owner before a written "Notice to Proceed" is issued for the next phase of the Project.

The number of Contract Days and Liquidated Damages for each Phase is as follows:

	Number of consecutive calendar days allowed for the phase	liquidated damages for the phase
Phase 1:	_____	_____
Phase 2:	_____	_____
Phase 3:	_____	_____
Phase 4:	_____	_____
Phase 5:	_____	_____

Bidder also agrees to pay, as liquidated damages the amounts specified above for each consecutive calendar day after the expiration of the consecutive calendar days allowed for each phase. Liquidated damages for each phase, as specified above, shall be in addition to the liquidated damages, specified above for the entire Contract Time.

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### Construction Contract

4<sup>th</sup> paragraph:

The Contractor agrees to commence work on a date to be specified in a written "Notice to Proceed" issued by the Owner. The Contract Time shall begin on the date to commence work specified in the Notice to Proceed and shall run for \_\_\_\_\_ (\_\_\_\_) additional CONSECUTIVE CALENDAR DAYS thereafter. Contractor shall Substantially Complete the project within \_\_\_\_\_ (\_\_\_\_) CONSECUTIVE CALENDAR DAYS after the date to commence work in the notice to Proceed. Contractor agrees to pay, as liquidated damages, the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_) for each consecutive calendar day after the date of Substantial Completion, as hereinafter provided in the General Conditions. Contractor further agrees to pay as liquidated damages the sum of \_\_\_\_\_ (\$\_\_\_\_) for each consecutive calendar day after the expiration of the Contract Time for Remaining Work, as provided in Paragraph 6.8.3.1 of the General Conditions. The unit price quantities of this contract are estimated.

IF "STAGES /PHASES' ARE APPLICABLE;  
REPLACE THE PREVIOUS PARAGRAPH WITH THE FOLLOWING:

Contractor agrees to commence work on a date to be specified in a written "Notice to Proceed" issued by the Owner. The Contract Time shall begin on the date to commence work specified in the Notice to Proceed and shall run for \_\_\_\_\_ (\_\_\_\_) additional consecutive calendar days thereafter. Contractor shall Substantially Complete the project within \_\_\_\_\_ (\_\_\_\_) consecutive calendar days after the date to commence work in the Notice to Proceed. Contractor agrees to pay, as liquidated damages, the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_) for each consecutive calendar day after the date of Substantial Completion, as hereinafter provided in the General Conditions.

Contractor further agrees to pay as liquidated damages the sum of \_\_\_\_\_ (\$\_\_\_\_\_) for each consecutive calendar day after the expiration of the Contract Time for Remaining Work, as provided in Paragraph 6.8.3.1 of the General Conditions.

The Contractor acknowledges that this project consists of phases and Contractor agrees that each phase of the project must be substantially completed and accepted by the Owner before a written "Notice to Proceed" is issued for the next phase of the Project.

The number of Contract Days and Liquidated Damages for each phase is as follows:

	Number of consecutive calendar days allowed for the phase	liquidated damages for the phase
Phase 1:	_____	_____
Phase 2:	_____	_____
Phase 3:	_____	_____
Phase 4:	_____	_____
Phase 5:	_____	_____

Contractor also agrees to pay, as liquidated damages the amounts specified above for each consecutive calendar day after the expiration of the consecutive calendar days allowed for each phase. Liquidated damages for each phase, as specified above, shall be in addition to the liquidated damages, specified above for the entire Contract Time.

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## **General Conditions**

### **1.2 Definitions: Add new definitions**

"Contract Time" means the number of consecutive calendar days specified in the contract immediately after the date to commence work issued by Owner in the Notice to Proceed and includes both the time allowed for completion of the work required to achieve Substantial Completion and the time allowed to complete the Remaining Work.

"Remaining Work" means the work required by the Contract, but not required for Substantial Completion, that the City Engineer determines has not been satisfactorily completed at the time of Substantial Completion and all maintenance and operating instructions, schedules, guarantees, warranties, bonds, certificates of inspection, marked-up record documents, prevailing wage compliance reports and other documents as required by the Contract. "Remaining Work" may also be referred to as "Punch List" work.

**3.7.1 Partial Acceptance** – If at any time during the prosecution of the project, the Contractor substantially completes a unit or distinct portion of the project, such as a structure, and intersection or a section of road or pavement, the Contractor may request the City Engineer to make a final inspection of the unit or portion of the project. If the City Engineer finds upon inspection that the unit or portion of the project has been satisfactorily completed in compliance with the contract, he may accept that unit or portion of the project as being completed provided that the Contractor shall remain responsible for completion of any Remaining Work of such unit or portion of the project. Units or portions of the project eligible for the partial acceptance allowed in this paragraph shall be identified specifically in the contract documents as eligible for partial acceptance. Such partial acceptance shall in no way void or alter any of the terms of the Contract.

**3.7.2 Final Acceptance** – Upon due notice from the Contractor of completion of the entire project, the City Engineer shall make an inspection. If all construction provided for and contemplated by the contract is found to be completed to the City Engineer's satisfaction then that inspection shall constitute the final inspection and the City Engineer shall notify the contractor in writing of final acceptance effective as of the date of the final inspection.

**3.7.3 Remaining Work after Substantial Completion.** If the City Engineer determines that the work required by the Contract is Substantially Complete during an inspection conducted pursuant to Sections 3.7.1 or 3.7.2, the Contractor shall be notified of that determination and the City Engineer shall determine if there is Remaining Work. A list of Remaining Work shall be issued only by the City Engineer and only after the City Engineer has certified Substantial Completion. The City Engineer shall give the Contractor the necessary instructions for correction or completion of the Remaining Work, and the Contractor shall immediately comply with and execute such instructions within the Contract Time. Upon completion of the Remaining Work, another inspection shall be made that shall constitute the final inspection, provided the Remaining Work has been completed to the satisfaction of the City Engineer. If the remaining work has been completed to the satisfaction of the City Engineer, the City Engineer shall make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

**3.7.3.1. Default for failure to Complete Remaining Work** In the event the Contract Time expires before the Remaining Work is completed to the satisfaction of the City Engineer, the Owner may provide notice to the Contractor that the Remaining Work shall be completed by Contractor to the satisfaction of the City Engineer within ten consecutive calendar days from the date of such notice. The failure of the Contractor to satisfactorily complete the Remaining Work within the ten days shall entitle to Owner to declare Contractor in default and thereafter terminate the Contract. The ten-day notice provided under this

paragraph shall not be construed as adding any time to the Contract Time and is a time period solely for the purposes of providing notice of default.

**3.7.4 Application for Final Payment.** After the Contractor has completed all Remaining Work to the satisfaction of the City Engineer and delivered all maintenance and operating instructions, schedules, guarantees, warranties, bonds, certificates of inspection, marked-up record documents and other documents as required by the Contract, and after the City Engineer has indicated that the work is acceptable, as provided in Section 3.7, Contractor may make application for final payment following the procedure for progress payments. The final application for payment shall be accompanied by all documentation called for in the Contract, together with complete and legally effective releases or waivers (satisfactory to the Owner) of all liens arising out of or filed in connection with the work on the project. In lieu thereof, as approved by Owner, Contractor may furnish receipts or leases in full from suppliers, subcontractors and laborers along with an affidavit of contractor that the releases and receipts include all labor, services, material and equipment for which a lien could be filed and that all payrolls material and equipment bills and other indebtedness connected with the work for which Owner or owner's property might in any be responsible, have been paid otherwise satisfied; and consent of the surety, if any to final payment.

**3.7.5 Final Payment and Acceptance.** If the City Engineer determines that the work has been completed and the Contractor's other obligations under the Contract have been fulfilled, the City Engineer shall, within ten days after receipt of the final application for payment, indicate in writing the City Engineer's recommendation of payment and present the application to Owner for payment. Thereupon the City Engineer shall prepare a Certificate of Final Completion. Otherwise, City Engineer shall return the application to Contractor indicating in writing the reasons for refusing to recommend final payment. Contractor shall make the corrections identified in the City Engineer's refusal to recommend final payment. Thirty days after presentation to Owner of the application and accompanying documentation, with the City Engineer's recommendation and notice of acceptability of the work, the amount recommended by Engineer shall be come due and payable by Owner to Contractor.

**6.8.3 Liquidated Damages-Substantial Completion.** If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for each such breach of contract set forth herein, for each and every consecutive calendar day that the Contractor shall be in default after the time stipulated in the contract for substantially completing the work.

**6.8.3.1 Liquidated Damages-The Remaining Work** The Remaining Work, as such work is determined by the City Engineer pursuant to section 3.7, shall be

completed within the Contract Time or any proper extension thereof granted by Owner. If the Contractor shall neglect, fail or refuse to complete the Remaining Work within the Contract Time or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for the Remaining Work for each such breach of contract set forth herein for each and every consecutive calendar day that the Contractor shall be in default after expiration of the Contract Time.